
MASTER AGREEMENT

RENEWAL - E194 - 391 - 08

Previous Contract No.: E194-391-1

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Document Name: Term Contract

Print Date: 9/12/2007

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Procurement Type: IFB

Effective Begin Date: 10/1/2007

Expiration Date: 9/30/2008

Requester Name: Cynthia Wilson

Phone: (804) 786-3853

Document Description: GLOVES, LATEX,
POWER FREE, NON-STERILE, EMS

Contact Information

Cynthia (Cindy) Wilson

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Authorized Departments

Department: A702

Virginia Industries for the Blind

Vendor

Legal Name: American Healthcare Products, Inc.	Vendor Contact Name: JEN FONG
Address: 1028 Westminister Ave.	Vendor Contact Email: jenfong@uniseal.net
Alhambra, CA 91803	
Location Legal Name: HQ	Fin #: 954335145
	Duns # 782209340
Vendor Contact Phone: 626-588-2788	Vendor Fax No.: 626-588-2089
MA Number: E194 - 391	Vendor Type: Primary

Renewal Periods

Line Number: 1

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 10/1/2007

Expiration Date: 9/30/2008

Notification Days Prior to Expiration: 90

Line Number: 2

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 10/1/2008

Expiration Date: 9/30/2009

Notification Days Prior to Expiration: 90

Line Number: 3

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 10/1/2009

Expiration Date: 9/30/2010

Notification Days Prior to Expiration: 90

Line Number: 4

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 10/1/2010

Expiration Date: 9/30/2011

Notification Days Prior to Expiration: 120

Terms And Conditions

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order. d.) For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order. a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order. (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order. (iii) Other Businesses not specified in (i) or (ii) above: 1%, Capped at \$1,500 per order. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

PACKAGING: Examination gloves shall be packed with 50 gloves to a "DISPENSER BOX" 10 BOXES per shipping container. The container shall be the proper size, weight and constructed to be suitable for common carrier transportation. Containers shall be palletized with some form of restraint used (wrapped, removable tape, or some other method).

DELIVERY: The agency expects complete delivery within 21 calendar days

510K REGISTRATION: All foreign manufacturer's of examination gloves shall have established quality control procedures in their manufacturing process and shall secure a federal 510K registration number for the import and sales of their medical gloves. The 510K registration number shall be maintained during the life of the contract.

NAME OF MANUFACTURER AND SHIPPING POINT: Each bidder/offeror shall supply in the space requested the name and address of the manufacturer of each item offered and the shipping point.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: PPI CODE 326299. . No price increases will be authorized for 180 calendar days after the effective date of the contract, Price escalation may be permitted only at the end of this period and each 180days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period.

The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

CASE BOX: Case box shall be sized to contain 10 glove boxes and shall be of suitable design and construction for common carrier transportation. One case box shall be provided for every 10 glove boxes; the cost for the case box shall be included in the price for 10 glove boxes.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration

MINIMUM ORDERS will be 60,000 gloves for prepacked gloves for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than 60,000 gloves, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

Commodity Information

Line: 1

Line Type: Item

Commodity: 47541

Description: Gloves And Finger Cots, Medical Type	Extended Description: GLOVE: LATEX,PODER FREE, NON-STERILE, EMS HIGH A BIOLOGICALLY ABSORBABLE, BULK OR PREPACKAGED, SIZE AND QUANTIES AS FOLLOWS: SMALL 8000, MEDIUM 20,000, LARGE 20,000, EXTRA LARGE 300.000. UNISEAL HIGH RISK 015 - COLOR BLUE.
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Unit: each

Unit Price: **\$0.0988**